FINAL SIGNED VERSION

# STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the "Agreement") is entered into as of December 3, 1993 by and between the Rosewood Stone Group, Inc., a California corporation ("Buyer"), and Point Foundation, a California nonprofit public benefit corporation ("Seller" or "Point").

WHEREAS, the issued and outstanding stock of Whole Earth Lectronic Link, a California corporation ("the Well"), consists of 10,000 shares of common stock, of which 5,000 are held by Seller and 5,000 are held by Buyer; and

WHEREAS, Seller wishes to sell and Buyer wishes to purchase all of the stock held by Seller ("the Shares") under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein and other good and valuable consideration, the parties hereby covenant and agree as follows:

## ARTICLE I. PURCHASE AND SALE OF STOCK.

1.1 Purchase and Sale of Stock. Subject to the terms and conditions set forth in this Agreement, on December 27, 1993, or such other date as agreed upon by the parties (the "Closing Date"), Seller shall sell to Buyer and Buyer shall purchase from Seller all of the Shares held by Seller. At the Closing (as defined below), Seller will sell, assign, transfer, and deliver the Shares to the Buyer.

1.2 Purchase Price. As consideration for the Shares, Buyer shall pay to Seller at the Closing $150.00 per share, for an aggregate purchase price of Seven Hundred and Fifty Thousand Dollars ($750,000.00) (the "Purchase Price".)

1.3 Closing. The purchase and sale of the Shares shall take place at Buyer's offices, 1505 Bridgeway, Suite 201, Sausalito, California. The "Closing" shall mean the deliveries to be made by Buyer and Seller on the Closing Date in accordance with this Agreement.

## ARTICLE II. REPRESENTATIONS AND WARRANTIES.

2.1 Buyer's Representations and Warranties. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has all requisite power and authority to enter into this Agreement

perform its obligations hereunder and consummate the transactions contemplated herein. All necessary or appropriate corporate action has been taken by Buyer with respect to the execution and delivery of this Agreement. This Agreement constitutes a valid and binding obligation of the Buyer, enforceable in accordance with their its except to the extent limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally or by general equitable principles.

2.2 Seller's Representations and Warranties. Seller, through its Board of Directors and its officers, hereby represents and warrants as follows:

(a) Authorization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has all requisite power and authority to enter into this Agreement, perform its obligations hereunder and consummate the transactions contemplated herein. All necessary or appropriate corporate action has been taken by Seller with respect to the execution and delivery of this Agreement. This Agreement constitutes a valid and binding obligation of the Seller, enforceable in accordance with its terms except to the extent limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally or by general equitable principles.

(b) Shares. The Shares are validly issued, fully paid, nonassessable, and free and clear of any liens, claims, charges or encumbrances of any kind whatsoever. Except for this Agreement and the Right of First Offer (as hereinafter defined), there are no outstanding options, rights, or agreements of any kind relating to the issuance, sale or transfer of the Shares. The "Right of First Offer" is the right to purchase the Shares granted by Seller to Buyer in Section 6.01 of that Stock Purchase Agreement, dated as of July 3, 1991, between Seller and Buyer.

(c) No Conflict. The execution and delivery of this Agreement by Seller, and the consummation of the transactions contemplated herein will not result in a breach of or default under any agreement, document, or obligation to which Seller is a party, or violate any judgment, order, decree, rule or regulation of any court or governmental agency to which Seller is subject.

(d) Corporate Existence of the Well. To the best of Seller's knowledge, the Well is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has all requisite power and authority to engage in and transact its business as it currently operates. To the best of Seller's knowledge, the Well owns all of the property and assets that it utilizes and that are necessary in the operation of the business, is in compliance with all governmental

requirements pertaining to its business, and has been granted all licenses, permits, authorizations and approvals from all appropriate governmental bodies necessary or desirable in connection with the operation of its business.

(e) Undisclosed Liabilities or Litigation. To the best of Seller's knowledge, the Well has no material absolute or contingent liabilities or obligations, except liabilities and obligations incurred in transactions in the ordinary and usual course of the Well's business which are properly reflected on the books and records of the Well. To the best of Seller's knowledge, there is no claim, litigation, action, suit or proceeding against the Well at law or in equity, before any court or other governmental agency or authority, nor is there any basis upon which any such claim, litigation, action, suit or proceeding could reasonably be initiated.

(f) Taxes. All taxes, interest and penalties, imposed by the federal government and by all other taxing authorities, which could result in the imposition of a lien, claim or encumbrance on any of the assets of the Well or against Buyer, other than taxes which are not yet due and payable, have been paid in full. All tax returns required to be filed have been accurately prepared and duly and timely filed and all deposits required by law have been made. Neither Seller nor the Well has any actual, proposed or assessed tax, deficiency or claim outstanding, and there is no basis for any such deficiency or claim. The foregoing representations and warranties in this Section 2.2(f) are made to the best of Seller's knowledge. Seller represents and warrants that it will file all returns or reports required, including returns or reports required of nonprofit organizations, and will pay any taxes due or owing by Seller, as a result of the transaction contemplated by this Agreement.

(g) Financial Statements. To the best of Seller's knowledge, the financial statements of the Well conform to generally accepted accounting principles, have been prepared from and are in accordance with the books and records of the Well, and fairly present the financial position and results of operations of the Well at the dates and for the periods to which they apply and include all adjustments necessary to make such a fair presentation. Since the date of the financial statements, no material change, financial or otherwise, has occurred in connection with the business of the Well, and no occurrence is reasonably expected to result in adverse change.

(h) Complete Disclosure. Seller has disclosed all material facts to Buyer which could affect the transactions contemplated by this Agreement or the value of the Shares and has not omitted to state a material fact necessary in order to make

the statement made not misleading. No representation or warranty made by Seller in this Agreement or other writing furnished to Buyer by or on behalf of Seller pursuant to this Agreement, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements herein and therein not misleading.

## ARTICLE III. COVENANTS.

3.1 Seller's Covenant Not to Compete. In recognition of the fact that the sale of the Shares to Buyer hereunder includes the sale of goodwill, Seller and its Affiliates (as hereinafter defined) shall not, for a period of five (5) years following the Closing Date (i) engage in the business of providing, for value, subscriptions or memberships for access to electronic messaging or conferencing services; (ii) divert or attempt to divert from the Well any business of any kind in which the Well is engaged as of the Closing Date; or (iii) induce or attempt to induce any person or entity who is then an employee, vendor, customer or representative of the Well, or any other person or entity having a contractual relationship with the Well, to terminate or alter his or its relationship with the Well, except with the written consent of the Well. Notwithstanding the provisions of this section, Seller shall continue to have the right to electronically publish and distribute Seller's publications through online services other than the Well.

3.2 Buyer's Covenant Not to Compete. Buyer and its Affiliates shall not, for a period of five (5) years following the Closing Date (i) engage, directly or indirectly, in the business of paper magazine or catalog publication other than those relating to electronic online services; (ii) divert or attempt to divert from Seller any of Seller's subscribers or divert or attempt to divert contributors from Seller's publications; or (iii) induce or attempt to induce any person or entity who is then an employee, vendor, customer or representative of Seller, or any other person or entity having a contractual relationship with Seller, to terminate or alter his or its relationship with Seller, except with the written consent of Seller. Notwithstanding the provisions of this section, Buyer shall have the right to purchase, acquire, or own up to ten percent (10%) of the stock of any publicly traded company engaging in the business of paper magazine or catalog publication. "Affiliate" shall mean any person, firm, corporation or other entity in which the specified person is a direct or indirect shareholder, partner, or joint venturer.

3.3 Covenants Against Disclosure. Seller shall neither 1) disclose to any person, association, firm, corporation

or other entity (other than Buyer or those designated in writing by Buyer) in any manner, directly or indirectly, any Confidential Information (as hereinafter defined) or data relevant to the operation of the Well, whether of a technical or commercial nature, nor 2) use, or permit or assist, by acquiescence or otherwise, any person, association, firm, corporation or other entity (other than Buyer) or those designated in writing by Buyer to use, directly or indirectly, any such information or data in any manner which reasonably would be deemed to be competitive with the operation of the business of the Well excepting only use of such information or data as is at the time generally known to the public and which did not become generally known through any breach of any provision of this Agreement by Seller. Seller shall take reasonable precautions to keep such information confidential. "Confidential Information" is nonpublic information that could have commercial value to an individual or entity if disclosed, excluding information which is published as of this date in any conferences on the Well.

3.4 Shareholder Vote. From the date of execution of this Agreement until the Closing Date, Seller agrees to vote all shares which it holds of record in favor of any proposals made by Buyer and shall instruct all directors associated with it to vote as directors in favor of all proposals made by Buyer. Seller agrees not to authorize or participate in any actions in connection with the Well that are outside the ordinary course of business of the Well except with the consent of Buyer.

3.5 Nonexclusive License. If Seller grants rights to electronically publish (a "Publication Right") "Whole Earth Publications" (as hereinafter defined) to any other person, Seller shall grant Buyer a nonexclusive license to the Publication Rights on terms and conditions no less favorable than the Publication Rights granted to such person. For the purpose of this Agreement, the terms and conditions shall be determined on a per subscriber basis so that payments and other obligations of Buyer to Seller are not materially affected by difference in sizes of subscriber base between such person and Buyer or its assigns. Buyer may assign the rights granted hereunder to the Well or the Well's Affiliates. "Whole Earth Publications" shall include the Whole Earth Review, the Coevolution Quarterly, and the Whole Earth Catalog, together with any additional current or future publication of Seller which Seller and Buyer mutually agree should be included in the license granted hereunder.

3.6 Notice to Attorney General. At least 20 days before the Closing Date, Seller shall give written notice to the Attorney General pursuant to California Corporations Code Section 5913 regarding Seller's sale of the Shares.

3.7 Free Accounts. Buyer shall cause the Well to provide accounts on the Well to up to ____ Point employees, free of the Well connect charges (currently two dollars ($2.00) per hour), but not of network access charges or high speed connect charges, if any. In addition, Buyer shall cause the Well to provide discounted accounts to certain Point associates, as set forth in the schedule attached hereto as Exhibit B. The accounts established under this Section 3.7 shall be established at the direction of Seller and shall remain open for a term of five (5) years.

3.8 Further Assurances. At or after the Closing Date, Seller and Buyer shall prepare, execute and deliver, at the other party's direction and at the appropriate party's expense, such further instruments, and shall take or cause to be taken such other or further action, as the other party shall reasonably request at any time or from time to time in order to consummate, in any other manner, the terms and provisions of this Agreement and shall use their best efforts in cooperation with each other to obtain all third-party and governmental consents, authorizations, or approvals.

## ARTICLE IV. CONDITIONS PRECEDENT.

4.1 Conditions to Obligations of Buyer. Each and every obligation of Buyer to be performed at the Closing shall be subject to the satisfaction as of or before the Closing Date of the following conditions (unless waived in writing by Buyer or by implication by completion of the Closing):

(a) Representations and Warranties. Seller's representations and warranties set forth in Section 2.2 of this Agreement shall be true and correct at and as of the Closing Date.

(b) Performance of Agreement. All covenants, conditions and other obligations under this Agreement which are to be performed or complied with by Seller shall have been fully performed and complied with in all material respects at or prior to the Closing Date, including the delivery of the instruments and documents in accordance with Section 5.1.

(c) No Adverse Change. There shall have been no Material Adverse Change (as hereinafter defined) in the condition, financial or otherwise, or operations of the Well or any occurrence, circumstance or combination thereof which reasonably would be expected to result in any such Material Adverse Change between the execution of this agreement and the Closing Date. "Material Adverse Change" means a change that has the potential to reduce the Well's pretax profit by a minimum of fifty thousand dollars ($50,000.00).

(d) Response from Attorney General. Seller shall have received no communication from the Attorney General's office which would impede the sale of the Shares.

(e) Certificate. Seller shall have delivered to Buyer a certificate executed by the Executive Director of Seller, dated the Closing Date, to the effect that the conditions set forth in subsections (a) through (d) of this Section 4.1, have been satisfied.

4.2 Conditions to Obligations of Seller. Each and every obligation of Seller to be performed at the Closing shall be subject to the satisfaction as of or before the Closing Date of the following conditions (unless waived in writing by Seller or by implication by completion of the Closing):

(a) Representations and Warranties. Buyer's representations and warranties set forth in Section 2.1 of this Agreement shall be true and correct at and as of the Closing Date.

(b) Performance of Agreement. All covenants, conditions and other obligations under this Agreement which are to be performed or complied with by Buyer shall have been fully performed and complied with in all material respects at or prior to the Closing Date, including the delivery of the Purchase Price and the instruments and documents in accordance with Section 5.2.

(c) Waiver of Right of First Offer. Buyer shall have delivered a letter to Seller in which it waives its Right of First Offer for the Shares as defined in Section 2.2(b) hereof.

(d) Response from Attorney General. Seller shall have received no communication from the Attorney General's office which would impede the sale of the Shares.

(e) Certificate. Buyer shall have delivered to Seller at the Closing a certificate, dated the Closing Date, executed by Buyer to the effect that the conditions set forth in subsections (a) through (c) of this Section 4.2 have been satisfied.

## ARTICLE V. DELIVERIES AT CLOSING.

5.1 Deliveries by Seller. At or prior to the Closing Date, Seller shall deliver to Buyer, all duly and properly executed, the following:

(a) Certificates representing Seller's ownership of the Well's Stock.

(b) The certificate required by Section 4.1(e).

(c) Such other instruments that Buyer may reasonably deem necessary or appropriate in order to consummate, confirm or evidence the transactions contemplated by this Agreement.

5.2 Deliveries by Buyer. On or prior to the Closing Date, Buyer shall deliver to Seller, all duly and properly executed, the following:

(a) The Purchase Price by wire transfer or in the form of cashier's or official bank check payable to the order of Seller.

(b) The certificate required by Section 4.2(e).

(c) Such other instruments that Seller may reasonably deem necessary or appropriate to consummate, confirm or evidence the transactions contemplated by this Agreement.

## ARTICLE VI. TERMINATION.

6.1 Termination. This Agreement may be terminated prior to the Closing Date only:

(a) By mutual written consent of Buyer and Seller;

(b) By either Buyer or Seller, respectively, upon written notice to the other, if there has been a material breach of any representation, warranty, covenant or agreement contained in this Agreement or the willful failure to satisfy any of the applicable conditions set forth in Article IV on the part of Buyer or Seller.

6.2 Payment of Expenses. In the event of termination of this Agreement under Section 6.1(b), the breaching party shall pay all of the expenses (including attorneys' fees) of the nonbreaching party incurred in connection with the transactions contemplated by this Agreement.

## ARTICLE VII. MISCELLANEOUS PROVISIONS.

7.1 Entire Agreement; Amendments. This Agreement embodies the entire agreement of the parties and supersedes all prior or contemporaneous agreements. This Agreement may not be changed, amended, terminated, augmented, rescinded or discharged (other than by performance), in any way, except by a writing executed by both parties hereto.

7.2 Survival of Representations, Warranties and Agreements. All representations, warranties, covenants and agreements of Seller and Buyer made herein shall survive the execution, delivery and performance of this Agreement.

7.3 Binding Effect; Assignment. This Agreement and the rights and obligations arising hereunder shall inure to the benefit of and be binding upon the parties hereto and their Permitted Assigns (as hereinafter defined), but nothing herein is intended or shall be construed to give any person, firm, corporation or legal entity, other than the parties hereto, any rights or benefits by reason of this Agreement. A "Permitted Assign" is Bruce R. Katz, any entity controlled by Bruce R. Katz, any entity controlled by Buyer, or any individual or entity to whom Buyer assigns this Agreement with Seller's consent

7.4 Interpretation. The headings inserted in this Agreement are for convenience only and are not a part of this Agreement. When appropriate, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns shall be deemed to include and designate the masculine, feminine or neuter gender. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

7.5 Severability. If any portion of this Agreement shall be determined to be invalid or unenforceable in a court of competent jurisdiction, the parties agree that such court shall have jurisdiction to reform such portion, if possible, and that the remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

7.6 Remedies. The rights, powers and remedies of the parties hereto are in addition to and can be exercised concurrently or successively with all rights, powers and remedies given to such party under applicable laws. The Seller acknowledges that the Shares are unique and accordingly, in addition to all other remedies to which Buyer is entitled, Buyer shall have the right to enforce this Agreement by a decree of specific performance.

7.7 Governing Law; Venue; Attorneys' Fees. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Each party consents to the jurisdiction and venue of any federal or state court in the State of California located in the counties of Marin or San Francisco. In the event that any legal proceeding is brought to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees whether or not the action or proceeding proceeds to final judgment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ROSEWOOD STONE GROUP, INC.

By _____
CLAUDIA KINGSLEY STROUD
PRESIDENT

POINT FOUNDATION

By _____
JOHN R. SUMSER
EXECUTIVE DIRECTOR